

27. Approve Amendment #3 to M-248-01/BJC – Design and Construction Administration Phase of the repairs to the Sheriff's Office and Public Safety Building Remediation Project, with Wiss, Janney, Elstner Associates, Inc., Atlanta, Georgia (Increase of \$193,000.00 and Time Extension).

M-248-01/BJC provides for design services including but not limited to drawings, technical specifications for the repair of the masonry, the windows, parapet and roof flashing, downspouts, roof repairs, HVAC system repairs and other related repairs. The scope of services also includes the construction administration, which includes the coordination with the contractors and field observation of the work to achieve a high level of quality of the repairs.

Amendment #3 provides for an additional \$193,000.00 in compensation to the Consultant for their services. The increase is needed due to extensive additional HVAC system and mechanical repairs that could not be identified in the original scope of services. The total compensation paid to the Consultant through this Third Amendment shall not exceed the sum of \$593,000.00.

Amendment #2, which was approved at the March 25, 2003 BCC meeting, provided for an extension of completion time until August 31, 2003 allowing County Staff time the negotiate the conclusion of this project. Amendment #3 will provide for an contract extension until August 31, 2004 in order to keep the Consultant under contract in anticipation of litigation on the Public Safety Building. This one year extension does not increase the cost of the contract unless the Consultant is assigned additional work in accordance with the Seminole County Procurement Code.

The following is a summary of the contract cost through Amendment #3:

Award	\$ 220,650.00
Add Amendment #1 (Time Extension)	179,350.00
Add Amendment #2 (Time Extension)	None
Add Amendment #3 (Time Extension)	<u>193,000.00</u>
Total Cost of the Contract	\$ 593,000.00

Administrative Services and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the agreement and authorize the Chairman to execute the Amendment as prepared and approved by the County Attorney's Office.

AMENDMENT REQUEST FORM

27

Date: June 11, 2003 Requester: Jamie Croteau, Admin. Svcs Extension: 5277
 Master Agreement/Contract Title: Design & Constr. Admin. Phase Contract #: M-248-01/BJC
 Project Title: Repair of the Sheriff's Office/Public Safety Bldg. Completion Date: 8/31/03 04
 Consultant Name: Wiss, Janney, Elstner Associates, Inc. \$ Amount: increase \$193,000.00
 Account # 010574-53046000 CIP #: _____ Item #: _____

Scope of Services: () Attached Method of Compensation: () Fixed Fee
 (X) Not to Exceed

Provide in the space below a detailed justification for this project. Please include why the project and/or services are needed and the date approved by the Board (if applicable). Also state any required deadline dates.

Amendment #3 to contract M-248 provides for an additional \$193,000.00 of compensation to the

Consultant for its services. The increase is needed due to more extensive HVAC system repairs

and mechanical that could not be contemplated in the original scope of services. Amendment #2,

which was approved at the March 25, 2003 BCC meeting, provided for an extension of completion

time until August 31, 2003 allowing County Staff to negotiate the conclusion of this project. The

total compensation paid to the Consultant through this Third Amendment shall not exceed the sum

of \$593,000.00.

Authorized by:

Project Manager: _____

Date: _____

Accounting Authorization: _____

Date: 6/11/03

Department Director: _____

Date: 6-11-03

User Department will negotiate the Work Order if only one Consultant. Purchasing Division will solicit the quotes when multiple Consultants under the Master Agreement.

FOR PURCHASING USE:

Purchasing Review for Compliance (date): 6/12/03 Rm

Quotes needed: () Yes (X) No

Assigned Amendment # 3

Notes: Increase Price by \$193,000.00 to
A new total of \$593,000.00 \$ Extnd til
8/31/04.

**THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT (M-248-01/BJC)
DESIGN AND CONSTRUCTION ADMINISTRATION PHASE
REPAIR OF THE SHERIFF'S OFFICE/PUBLIC SAFETY BUILDING**

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 24th day of August, 2001, as amended on May 30, 2002 and on April 3, 2003 between **WISS, JANNEY, ELSTNER ASSOCIATES, INC.**, whose address is 225 Peachtree Street N.E., Suite 1600, Atlanta, Georgia 30303, hereinafter referred to as "CONSULTANT," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONSULTANT and COUNTY entered into the above-referenced Agreement on August 24, 2001, as amended on May 30, 2002 and on April 3, 2003 for consultant services with regard to the repair of the Sheriff's Office/Public Safety Building; and

WHEREAS, the parties desire to amend the Agreement so as to increase the amount of compensation paid to the CONSULTANT and to extend the time for completion of the Scope of Services; and

WHEREAS, Section 19 of the Agreement dated August 24, 2001 provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. The COUNTY agrees to compensate CONSULTANT an additional ONE HUNDRED NINETY-THREE THOUSAND AND NO/100 DOLLARS (\$193,000.00) for its services. The total compensation paid to the CONSULTANT through this Third Amendment shall not exceed the sum of FIVE HUNDRED NINETY-THREE

THOUSAND AND NO/100 DOLLARS (\$593,000.00). In no event shall CONSULTANT be paid more than the compensation sum stated above.

2. The time for completion of all work required by the Agreement and term of the Agreement is extended August 31, 2004.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

F. DIRK HEIDBRINK, Secretary
(CORPORATE SEAL)

By: _____
WILLIAM W. WHITE, Manager

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AC/lpk
6/13/03
3am-m-248